

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GRAHAM COUNTY

THIS AGREEMENT is entered into 9th January, 2004, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GRAHAM COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to ongoing improvements on US-70, within Graham County, the State and County are in agreement to install three (3) new streetlights at US 70 and Junction Lone Star Road. The purpose of this contract is to set forth the responsibilities of the parties, hereinafter referred to as the "Project". The streetlights will be installed and maintained by the State, and the County will be responsible for the cost of the electrical services for the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO. 26512  
Filed with the Secretary of State  
Date Filed: 01/09/2004  
Janice K. Brewer  
Secretary of State

By: Timothy D. Haenewald

## **II. SCOPE OF WORK**

1. The County will:

a. Upon completion of the Project, provide electrical energy to operate three (3) streetlights, through the County's annual budget fund.

b. Grant the State a "Right of Way Use Permit", granting the State permission to access the County's rights-of-way, as required to perform maintenance of the streetlights and ancillary equipment.

2. The State will:

a. Upon completion and acceptance of the Project, provide maintenance to the streetlights and ancillary equipment, all at State expense.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until completion of said Project, provide however, that this agreement, except any provisions herein for electrical energy, which shall be perpetual, may be cancelled at any time prior to the advertisement, with 30 days written notice to the other party. It is understood and agreed that , in the event this agreement is terminated by the County, the State shall in no way be obligated to provide electrical services to said Project.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination

6. Non-Availability of Funds. Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX: (602) 712-7424

Graham County  
County Manager  
921 Thatcher Blvd  
Safford, AZ 85546

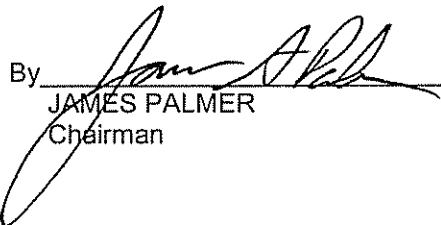
9. In accordance with Arizona Revised Statutes Section 11-952, (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


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IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


**GRAHAM COUNTY**

**STATE OF ARIZONA**  
Department of Transportation

By   
JAMES PALMER  
Chairman

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

ATTEST

By   
TERRY COOPER  
Clerk of the Board

JPA 03-082

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the GRAHAM COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 22<sup>nd</sup> day of November, 2003.



County Attorney

## GRAHAM COUNTY BOARD OF SUPERVISORS)

(SS.SAFFORD, AZ NOVEMBER 04, 2003

STATE OF ARIZONA, COUNTY OF GRAHAM)

The Graham County Board of Supervisors met in a special session this date with the following present:

James A. Palmer	Chairman
Mark C. Herrington	Member
Terry Cooper	Clerk

Chairman Palmer called the meeting to order at 9:30 a.m. and led the Pledge of Allegiance. It was noted that Supervisor John was unable to attend the meeting.

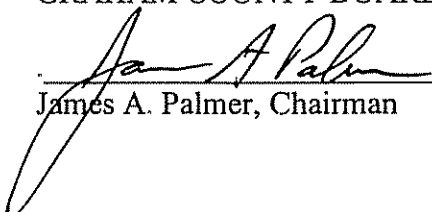
Graham County Manager Terry Cooper requested approval of the Intergovernmental Agreement with the Arizona Department of Transportation for installation of three streetlights that was previously tabled on November 3, 2003. Upon motion of Supervisor Herrington, seconded by Supervisor Palmer, the IGA was unanimously approved.

County Manager Cooper requested approval to select and hire outside counsel to represent the County in Eurofresh, Inc. v. Graham County. Based on contact with other counties by both Kenneth Angle, Graham County Attorney, and Terry Cooper, and upon motion of Supervisor Herrington, seconded by Supervisor Palmer, the Board unanimously selected Helm and Kyle of Tempe, Arizona.


Graham County Attorney Kenneth Angle requested authorization to respond to Eurofresh, Inc. v. Graham County. Upon motion of Supervisor Palmer, seconded by Supervisor Herrington, the request was unanimously approved.

There being no further business to come before the Board at this time and upon motion of Supervisor Herrington, seconded by Supervisor Palmer, the meeting was adjourned at 9:45 a.m.

GRAHAM COUNTY BOARD OF SUPERVISORS

  
James A. Palmer, Chairman

ATTEST:

  
Terry Cooper, Board Clerk



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE 602.542.8855


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-1306TRN (JPA 03-082), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED 1-6, 2004.

TERRY GODDARD  
Attorney General

  
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SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:dgr  
Attachment  
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